

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO**

IN RE:

**CASA BARCA, CORP.
a/k/a Miró Seafood Bar & Grill

Debtor**

**CASE NO. 10-08285-11

CHAPTER 11**

**MOTION FOR ASSUMPTION OF NON-RESIDENTIAL LEASE
CONTRACTS**

TO THE HONORABLE COURT:

COMES NOW Debtor through its undersigned counsel and very respectfully states and requests:

I. Jurisdiction and Venue

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§157 and 1334. Venue of the Debtor's Chapter 11 case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. §157(b).

2. The statutory predicate for the relief requested herein is Section 365(d)(4) of the Bankruptcy Code.

II. BACKGROUND

3. On September 8, 2010, Debtor filed voluntary petition for relief under the provisions of 11 U.S.C. Chapter 11.

4. At the time of the filing of its Chapter 11 petition, Debtor had the following lease agreement, as a tenant, which is in full force and executory:

<u>Landlord</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Location</u>
F.A.O. S.E.	6/15/2009	6/15/2016	Tabonuco B-5, Suite 216 Guaynabo, Puerto Rico

5. Section 365(a) states that except as provided in section 765 and 766 of this title and in subsections (b), (c), (d) of this section, the Trustee, subject to the Court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

6. 11 U.S.C.365 (b)(1) states that if there has been a default in an executor contract or unexpired lease of the debtor, the Trustee may not assume such contract of lease unless, at the time of the assumption of such contract of lease, the Trustee

- a) Cures the default, or provide adequate assurance that the Trustee will promptly cure such default.
- b) Compensate or provide adequate assurance that the Trustee will promptly compensate a party other than the debtor to such contract of lease for any actual pecuniary loss to such party resulting from such default ; and.
- c) Provide adequate assurance of future performances under such contract of lease.

7. Debtor wishes to assume its lease of contract with F.A.O. S.E.

8. Debtor as of this date has cured the defaults, which comprised of pre-petition rents in arrears amounting to \$11,200.00 as to the lease contract to be assumed. Debtor also owes F.A.O. S.E., pre-petition water and maintenance charges which amount to \$2,000.00 which debtor shall pay in twelve monthly payments of \$166.67 commencing in October 10, 2010 and every tenth day thereafter until full payment of such arrears.

Besides the balance due under the lease contract of rent which have been cured as of this date and the balance owed and due for water and maintenance charges which shall be paid as described above. There are no other defaults or any pecuniary loss to lessor.

WHEREFORE, Debtor respectfully requests that an order be entered granting it leave to assume the aforesaid lease contract with F.A.O. S.E.

CERTIFICATE OF SERVICE: I hereby certify that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the Assistant US Trustee, and all CM/ECF participants, and to the landlords by facsimile, as follows:

F.A.O., SE
Facsimile: 787-793-6500

San Juan Puerto Rico, this 28th day of September, 2010.



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